BILL NO. S-81-10-16

SPECIAL ORDINANCE NO. S-227-81

AN ORDINANCE approving a contract for Street, Curb, Sidewalk, Drainage, Screen-walls and Paving Improvement Resolution No. 5922-81 - Division I, Broadway Streetscape Project, between the City of Fort Wayne, Indiana and Brooks Construction Company, Inc., Contractor for improvements.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated September 16, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Brooks Construction Company, Inc., Contractor for:

the improvement of Broadway from 300 feet South of Lavina North 1400 feet to Washington Boulevard, consisting of Division I - street and sidewalk improvements, consisting of the construction of approximately 2,750 lineal feet of concrete combination curb and gutter 2,247 square yards of concrete sidewalk, 9,215 square feet of paving stones, 400 tons of asphalt resurfacing and miscellaneous storm sewer inlets and catch basins. This Division also includes the construction of a 34-space parking lot at the Southeast corner of Wilt and VanBuren Streets consisting of approximately 320 tons of asphalt, 400 tons of stone base, and 1,200 square feet of sidewalk and curbwalk,

under Board of Public Works Improvement Resolution No. 5922-81 - Division I, at a total cost of $278,237.03, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY OCTOBER 9, 1981.

Bruce O. Boxberger
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Wks (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____________, the ____________ day of ____________, 19____, at ____________ o'clock ____ M.,E.S.T.

DATE: 10-13-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 10-27-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ No. S-227-81 on the 27th day of October, 1981.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of October, 1981, at the hour of 11:30 o'clock P. M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of Oct. 1981, at the hour of 3 o'clock P M.,E.S.T.

[signature]
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-10-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Street, Curb, Sidewalk, Drainage, Screenwalls and Paving Improvement Resolution No. 5922-81 - Division I, Broadway Streetscape Project, between the City of Fort Wayne, Indiana and Brooks Construction Comapny, Inc., Contractor for Improvements

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN	Samuel J. Talarico
PAUL M. BURNS, VICE CHAIRMAN	Paul M. Burns
JAMES S. STIER	[signature]
MARK E. GiaQUINTA	Mark E. GiaQuinta
DONALD J. SCHMIDT	D. J. Schmidt

10-27-81

CONCURRED IN

DATE ________ CHARLES W. WESTERMAN, CITY CLE[RK]

The City of Fort Wayne

September 4, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: CONSTRUCTION CONTRACTS FOR THE BROADWAY STREETSCAPE PROJECT AND PUBLIC PARKING LOT AT THE CORNER OF WILT AND VAN BUREN.

Councillors:

The Department of Community Development and Planning respectfully requests "Prior Approval" in order that General Contractor and Electrical Contractor construction contracts for the Broadway Streetscape Project and Public Parking Lot be awarded on September 14 by the Board of Public Works. At the September 2 Board of Works meeting, Brooks Construction Co., Inc., was selected as the General Contractor for the bid amount of $278,237.03 and T & F Construction Corporation was selected as the Electrical Contractor for the bid amount of $8,710.00.

The streetscape and parking lot construction will be completed within a ninety day construction period beginning September 14, 1981. The resurfacing of the street and lot and the necessary traffic and parking striping will be delayed until early spring.

Special Ordinance for formal approval will be submitted in the very near future.

Yours truly,

COMMUNITY DEVELOPMENT AND PLANNING

Dr. Abraham K. Farkas, Director

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AKF/nn

Approved:

Attest: Charles Westerman, City Clerk

Council 10/13/81 71-67-20 9/16/81

SFA/1

THIS AGREEMENT is dated as of the ....16th.......... day of ......September.......... in the year 19 81........ by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works (hereinafter called OWNER) and Brooks Construction Co., Inc. (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. Resolution 5922-81

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Division I, Section I, Street & Sidewalk Improvements
Division I, Section II, Parking Lot Improvements
Division I, Section III, Paving Stone & Screenwall Area Improvements
These divisions consist of street, curb, sidewalk, drainage, screenwalls, and paving construction.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Broadway Streetscape Project, HUD Project No. B-81-MC-18-0003

Article 2. ENGINEER.

The Project has been designed by Bonar & Associates, Inc. (Street & Sidewalk Divisions) and Community Planning & Development Dept. (Landscaping Division)

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

(Strike out inapplicable paragraph)

~~The Work will be substantially completed on or before .... and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before ...., 19....~~

3.1. The Work will be substantially completed within ...80.... days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within ....90 days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ....Fifty...................... dollars ($...50.00..........) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents an amount in current funds equal to the Cost of the Work plus a Contractor's Fee for overhead and profit, both of which shall be determined as provided below.

Article 5. COST OF WORK.

Cost of the Work shall be determined as provided in paragraphs 11.4 and 11.5 of the General Conditions, but, in addition to any limitations therein set forth, it shall not include costs in excess of any Guaranteed Maximum Contract Price as set forth in Article 6 hereof and adjusted pursuant to Article 7 hereof. Whenever any portion of the Work is to be performed for CONTRACTOR by Subcontractors, CONTRACTOR shall have identified in writing, given to OWNER prior to the Notice of Award, those portions of the Work that he proposes to subcontract, and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

(Strike out inapplicable paragraph)

The Contractor's Fee shall be determined as follows:

6.1. A fixed fee of .... dollars ($...............) which shall be subject to increases or decreases for changes in the Work as provided in paragraph 8.1 below.

6.1. A fee based on the following percentages of the various portions of the Cost of the Work:

Payroll costs (see paragraph 11.4.1 of General Conditions) ....%,

Material and equipment costs (see paragraph 11.4.2 of General Conditions)........................%,

Amounts paid to Subcontractors (see paragraph 11.4.3 of General Conditions).....................%,

Amounts paid to special consultants (see paragraph 11.4.4 of General Conditions).................%, and

Supplemental costs (see paragraph 11.4.5 of General Conditions)..................................%.

No fee shall be payable on the basis of costs itemized in paragraph 11.5 of the General Conditions.

CONTRACTOR guarantees that the maximum amount payable by OWNER in accordance with this paragraph 6.1 as a percentage fee will not exceed .... dollars ($...............) subject to increases or decreases for changes in the Work as provided in paragraph 8.3 below.

Article 7. GUARANTEED MAXIMUM CONTRACT PRICE.

CONTRACTOR guarantees that the maximum cost to OWNER of the Cost of the Work and the Contractor's Fee will not exceed .... dollars ($..278,237.03) subject to increases or decreases for changes in the Work.

Article 8. CHANGES IN THE WORK.

The amount of any increases or decreases in the Contractor's Fee and in any Guaranteed Maximum Contract Price or Fee which results from a Change Order shall be set forth in the applicable Change Order subject to the following:

8.1. If the Contractor's Fee is a fixed fee: in the case of the net additions or revisions in the Work, any increase in the Contractor's Fee shall be determined in accordance with paragraph 11.6.2 of the General Conditions; and in the case of net decreases in the Work, the amount of any such decrease shall be determined in accordance with paragraph 11.7 of the General Conditions and any decrease in the Contractor's Fee shall be on the basis of one-half of the amount provided for in said paragraph 11.6.2 for net additions in the Work.

8.2. If the Contractor's Fee is a percentage fee not subject to any guaranteed maximum limitation: Contractor's Fee will adjust automatically as the Cost of the Work changes.

8.3. Wherever there is a Guaranteed Maximum Contract Price or Fee: in the case of net additions or revisions in the Work, the amount of any increase in the Guaranteed Maximum shall be determined in accordance with paragraphs 11.3 through 11.6, inclusive, of the General Conditions; and in the case of net deletions in the Work, the amount of any such decrease shall be determined in accordance with paragraph 11.7 of the General Conditions and any Guaranteed Maximum shall be reduced by mutual agreement.

Article 9. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. The Applications for Payment will indicate the amount of the Contractor's Fee then payable. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

9.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the ....first.. day of each month during construction as provided below. All such payments shall be subject to the limitations of any Guaranteed Maximum Contract Price or Fee.

9.1.1. For Cost of Work: Progress payments on account of the Cost of the Work will be made:

9.1.1.1. Prior to Substantial Completion, in an amount equal to:

...............90.% of the Work completed, and

...........90.% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

9.1.1.2. Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to ....% of the Cost of the Work less such amounts as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.

9.1.1.3. All such payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

9.1.2. For Contractor's Fee: Progress payments on account of the Contractor's Fee will be made:

9.1.2.1. If the Contractor's Fee is a fixed fee: payments prior to Substantial Completion shall be in an amount equal to ....% of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions, and upon Substantial Completion a payment shall be made to increase total payments to CONTRACTOR on account of his fee to ....% of the Contractor's Fee.

9.1.2.2. If the Contractor's Fee is a percentage fee: payments prior to Substantial Completion shall be in an amount equal to ....% of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion a payment shall be made to increase total payments to CONTRACTOR on account of his fee to ....% of the Contractor's Fee.

9.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 10. INTEREST.

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 11. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

11.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

11.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 11.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.

11.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

11.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

11.6.

Article 12. ACCOUNTING RECORDS.

CONTRACTOR shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Cost of the Work and Contractor's Fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.

Article 13. CONTRACT DOCUMENTS.

The Contract Documents which comprise the agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

13.1. This Agreement (pages 1 to ..5......, inclusive).

13.2. ~~Exhibits to this Agreement (pages ... to ..., inclusive)~~. N/A

13.3. Performance and other Bonds, identified as Exhibits ......A.............. and consisting of .... pages.

13.4. Notice of Award.

13.5. General Conditions, (pages ..GC/1.. to ..GC/49., inclusive).

13.6. Supplementary Conditions (pages .SC/1.... to ..SC/23., inclusive). SFA/4

13.7. Specifications bearing the title Specifications, Sections 1 thru 7 inclusive and consisting of ..7....... ~~divisions~~ sections and ..12..... pages as listed in the table of contents thereof.

13.8. Drawings, consisting of a cover sheet and sheets numbered ..1...... through 30........, inclusive, with each sheet bearing the following general title:

13.9. Addenda numbers ..1........ ~~to~~ and ..2........, inclusive.

13.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages B/1 .... to B/10 ...., inclusive).

13.11. Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

13.12. All other items, not listed above, included in the CDBG Program, HUD Project No. B-81-MC-18-0003, Contract Documents, dated July, 1981, as prepared by Bonar & Assoc. Inc.

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 14. MISCELLANEOUS

14.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

14.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 15. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on Monday September 14, 19 81

OWNER City of Fort Wayne, Indiana
Board of Public Works

By ....

[CORPORATE SEAL]

Attest ....

Address for giving notices

....

....

(If OWNER is a public body attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.)

CONTRACTOR Brooks Construction Co., Inc.

By Robert L. Brooks Pres.

[CORPORATE SEAL]

Attest Demarie Kane

Address for giving notices

....

....

License No. ....

Agent for service of process: ....

....

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

AMERICAN STATES INSURANCE COMPANY

HOME OFFICE: INDIANAPOLIS, INDIANA

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we BROOKS CONSTRUCTION COMPANY, INC. ______, as Principal, (hereinafter called Principal) and AMERICAN STATES INSURANCE COMPANY, an Indiana corporation, with principal offices in Indianapolis, Indiana, as Surety, (hereinafter called Surety), are held and firmly bound unto THE CITY OF FORT WAYNE, INDIANA ______, as Obligee, (hereinafter called the Obligee) in the amount of TWO HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED THIRTY SEVEN AND 03/100 ---------------------- Dollars ($ 278,237.03) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal did on the 17TH day of SEPTEMBER 19 81, enter into a written contract with said Obligee for RESOLUTION NO. 5922-1981 - VARIOUS CURB, SIDEWALK, STREET, TRAFFIC SIGNAL AND LANDSCAPING WORK which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to (a) faithfully perform said contract and (b) pay all just claims for labor and material furnished in the completion of said Contract by persons, firms or corporations having direct contracts with the Principal, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

(1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said Contract to be performed by the Obligee.

(2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Home Office, of any breach of said Contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.

(3) All suits at law or proceedings in equity to recover on this bond must be instituted within six months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

SIGNED, SEALED AND DATED this 17TH day of SEPTEMBER 19 81

Robert L. Brooks Pres. (Seal)

BROOKS CONSTRUCTION COMPANY, INC.

Principal

AMERICAN STATES INSURANCE COMPANY

BY: Ronald L. Wightman

RONALD L. WIGHTMAN *Attorney-in-fact.*

Form 9-1041 (12-71)

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint ____________

------------------------ N. RICHARD BOERGER AND RONALD L. WIGHTMAN ----------------

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00) DOLLARS -----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 1974.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 15th day of May, A. D., 1974, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Linda Disney
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 17th

day of Sep., A. D., 1981.

(SEAL)

Thomas M. Ober
Assistant Secretary

Form 9-1459 (12-72)

Award Sept 2, 1981

BROADWAY STREETSCAPE BIDS -- AUGUST 26, 1981 9:00 A.M.

CONTRACTOR	Brooks	L.W. Dailey	Moellering	Rieth-Riley	Spears Dehner	T + F	Hipskind Asphalt	Exterior Design	Ewing Nursery	Lawn + Turf	Siebold & Price
DIV. I BASE BID SECTIONS 1, 2 & 3	278,237.03	384,334.60	352,688.45	325,289.65	404,322.60	362,245.43	398,719.50	—	—	—	—
ALT. PRECAST SCREENWALL	50,025.00	58,507.50	56,550.00	57,681.00	76,125.00	67,555.50	87,000.00	—	—	—	—
DIV. II BASE BID SECTIONS 1 & 2	28,833.20	—	—	—		16,348.00	—	21,800.00	26315.00	20718.00	18400.00
SECTIONS 1 & 2 ALTERN. TREE SIZE	26,891.90	—	—	—		14,062.00	—	20,040.00	24077.00	14588.00	17,510.00
SECTION 1 ALTERN. SODDING	1,860.00	—	—	—		900.00	—	? 19,550.00	1,605.00	600.00	900.00
SECTION I ALTERN. MAINTENANCE	694.14	—	—	—		1200.00	—	3000.00	2,010.00	1500.00	850.00
SECTION II ALTERN. MAINTENANCE	124.33	—	—	—		500.00	—	1,000.00	450.00	1,000.00	150.00
SECTION II ALTERN. SODDING	787.50	—	—	—		450.00	—	2,400.00	802.50	300.00	450.00
DIV. III TRAFFIC BASES & CONDUIT	—	—	—	—		8710.00	—	—	—	—	—

BROADWAY STREETSCAPE BIDS -- AUGUST

CONTRACTOR	Whitko	Biggs Electric	Morse Electric			
DIV. I BASE BID SECTIONS 1, 2 & 3	—	—	—			
ALT. PRECAST SCREENWALL	—	—	—			
DIV. II BASE BID SECTIONS 1 & 2	28,131.00	—	—			
SECTIONS 1 & 2 ALTERN. TREE SIZE	23,907.00	—	—			
SECTION 1 ALTERN. SODDING	855.00	—	—			
SECTION I ALTERN. MAINTENANCE	400.00	—	—			
SECTION II ALTERN. MAINTENANCE	100.00	—	—			
SECTION II ALTERN. SODDING	427.50	—	—			
DIV. III TRAFFIC BASES & CONDUIT	—	13,600.00	12,220.00			

Engineer's Estimate

BROA

CONTRACTOR				
DIV. I BASE BID SECTIONS 1, 2 & 3	397,691.80			
ALT. PRECAST SCREENWALL	No EST.			
DIV. II BASE BID SECTIONS 1 & 2	27,600.00			
SECTIONS 1 & 2 ALTERN. TREE SIZE	22,450.00			
SECTION 1 ALTERN. SODDING	1,275.00			
SECTION I ALTERN. MAINTENANCE	3,180.00			
SECTION II ALTERN. MAINTENANCE	720.00			
SECTION II ALTERN. SODDING	Combined w/ SEC. 1			
DIV. III TRAFFIC BASES & CONDUIT	12,800.00			

5439

TITLE OF ORDINANCE BROADWAY STREETSCAPE PROJECT, RESOLUTION 5922-81 A-81-10-16

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE THE BROADWAY STREETSCAPE PROJECT RESOLUTION #5922-81. IT HAS BEEN DEEMED NECESSARY TO IMPROVEMENT BROADWAY FROM 300 FEET SOUTH OF LAVINA NORTH 1400 FEET TO WAS WASHINGTON BLVD. CONSISTING OF DIVISION I - STREET AND SIDEWALK IMPROVEMENTS, CONSISTING OF THE CONSTRUCTION OF APPROXIMATELY 2,750 LINEAL FEET OF CONCRETE COMBINATION CURB AND GUTTER, 2,247 SQUARE UARDS OF CONCRETE SIDEWALK, 9,215 SQUARE FEET OF PAVING STONES, 400 TONS OF ASPHALT RESURFACING AND MISCELLANEOUS STORM SEWER INLETS AND CATCH BASINS. THIS DIVISION ALSO INCLUDES THE CONSTRUCTION OF A 34-SPACE PARKING LOT AT THE SOUTHEAST CORNER OF WILT AND VANBUREN STREETS CONSISTING OF APPROXIMATELY 320 TONS OF ASPHALT, 400 TONS OF STONE BASE, AND 1,200 SQUARE FEET OF SIDEWALK AND CURBWALK.

BROOKS CONSTRUCTION COMPANY, INC. AWARDED THE CONTRACT.

PRIOR APPROVAL ACQUIRED.

EFFECT OF PASSAGE THE IMPROVEMENT OF BROADWAY.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) DIVISION I IS IN THE AMOUNT OF $278,237.03 TO BE PAID FOR BY CD&P.

ASSIGNED TO COMMITTEE

sa